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22
23 UNITED STATES DISTRICT COURT
24
25 DISTRICT OF NEVADA

26 FRIAS HOLDING COMPANY, a Nevada
27 corporation; and LAS VEGAS LIMOUSINES,
28 a Nevada corporation,

Plaintiffs,

vs.

LIMOUSINE INTERNATIONAL.COM,
INC., a Washington corporation; DANIEL
BAGDASAROV, an individual; and GARRI
BAGDASAROV, an individual,

Defendants.

AND RELATED COUNTERCLAIMS

Case No. 2:12-cv-00841-GMN-CWH

**FINAL CONSENT JUDGMENT
AND
PERMANENT INJUNCTION**

Hon. Gloria M. Navarro
Hon. Carl W. Hoffman

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1 Plaintiffs FRIAS HOLDING COMPANY (“Frias Holding Company”) and LAS VEGAS
2 LIMOUSINES (“Las Vegas Limousines”) (collectively, “Plaintiffs”) filed a Complaint in this
3 action against Defendants LIMOUSINE INTERNATIONAL.COM, INC. (“Limousine
4 International”), DANIEL BAGDASAROV, and GARRI BAGDASAROV (collectively,
5 “Defendants”) for trademark infringement, false designation of origin, false advertising,
6 cyberpiracy, deceptive trade practices, common law unfair competition, and trademark dilution.
7 The parties have agreed to a settlement to resolve the disputes that form the basis of this action.
8 The parties have also agreed, as part of the settlement, to request that the Court enter the
9 following Final Consent Judgment and Permanent Injunction. Accordingly, it is hereby
10 STIPULATED, ADJUDGED, and DECREED as follows:

11 1. This Court has subject matter jurisdiction over this action as well as personal
12 jurisdiction over each of the parties to this action. Venue is proper in this Judicial District.

13 2. Frias Holding Company is the owner of the mark LAS VEGAS LIMOUSINES[®],
14 which is registered with the United States Patent and Trademark Office (the “USPTO”) as U.S.
15 Registration No. 3,187,181 for “limousine services”. Defendants’ use of LAS VEGAS
16 LIMOUSINE, LAS VEGAS LIMOUSINE SERVICE, LAS VEGAS BEST LIMOUSINE, LAS
17 VEGAS BEST LIMO, and LAS VEGAS BEST LIMOUSINE SERVICE in connection with the
18 advertising, offering, and/or rendering of limousine referral services is likely to cause confusion
19 with the mark LAS VEGAS LIMOUSINES[®] in violation of 15 U.S.C. § 1114, 15 U.S.C.
20 § 1125(a), and common law unfair competition. Accordingly, such use infringes Frias Holding
21 Company’s registered trademark LAS VEGAS LIMOUSINES[®].

22 3. Defendants have unintentionally made misleading statements regarding their
23 limousine referral services, including, for example, that Limousine International is “providing ...
24 limo airport transportation ... in Las Vegas” when in fact Limousine International does not have
25 the required CPCN (Certificate of Public Convenience and Necessity) from the Nevada
26 Transportation Authority to operate limousines in Las Vegas and does not operate any limousines
27 in Las Vegas, because Limousine International refers its customers to licensed limousine drivers
28 in Las Vegas. Defendants caused their statements to enter interstate commerce. Defendants’

1 statements are likely to influence consumer's purchasing decisions and are likely to deceive a
2 substantial segment of consumers, potential consumers, and others to incorrectly believe that
3 Defendants are authorized to conduct business in Nevada and operate limousines in Las Vegas,
4 Nevada when in fact Defendants are not so authorized. Defendants' statements are material as
5 they are likely to influence the consumer's purchasing decision relating to limousine services in
6 the Las Vegas, Nevada area and by the exercise of reasonable care Defendants' should have
7 known that these statements would have this effect. As an authorized provider of charter
8 limousine and airport transfer service in Las Vegas, Plaintiffs have been damaged by Defendants'
9 statements. Accordingly, Defendants' statements constitute false advertising in violation of
10 15 U.S.C. § 1125(a), N.R.S. § 598.0915, and common law false advertising.

11 4. It is unnecessary to further address any remaining claims set forth in Plaintiffs'
12 First Amended Complaint in view of the scope of the permanent injunction set forth herein.

13 5. For as long as the LAS VEGAS LIMOUSINES[®] mark is not abandoned or
14 cancelled by Frias Holding Company or the USPTO, Defendants, and any agents, servants,
15 owners, executives, directors, employees, attorneys, successors, assigns, and officers and all those
16 persons in active concert or participation with any of them who receive actual notice of this Final
17 Consent Judgment and Permanent Injunction, by personal service or otherwise, are hereby
18 immediately enjoined and permanently restrained from each of the following:

- 19 a. using Plaintiffs' LAS VEGAS LIMOUSINES[®] mark or any mark, heading,
20 phrase, words, or text confusingly similar thereto (including, but not limited to,
21 LAS VEGAS LIMOUSINE, LAS VEGAS LIMOUSINE SERVICE, LAS
22 VEGAS BEST LIMOUSINE, LAS VEGAS BEST LIMO, and LAS VEGAS
23 BEST LIMOUSINE SERVICE) as or in a trade name, corporate name, trademark,
24 domain name, service mark, metadata, Internet advertising, Internet search results,
25 webpage headings, webpage text, or otherwise to promote, offer, render, advertise,
26 or identify any limousine services, limousine referral services, or related goods or
27 services in such a way that would be likely to cause confusion, to cause mistake, or
28 to deceive, or otherwise to create the impression that Defendants' goods or

1 services originate from Plaintiffs, are endorsed by Plaintiffs, or are connected in
2 any way with Plaintiffs;

- 3 b. registering or using any domain name or names identical or confusingly similar to
4 Plaintiffs' LAS VEGAS LIMOUSINES® mark (including, but not limited to,
5 www.lasvegasbestlimo.com and www.lasvegasbestlimousine.com);
6 c. otherwise infringing Plaintiffs' LAS VEGAS LIMOUSINES® mark; and
7 d. advertising in a false or misleading manner any limousine services, limousine
8 referral services, or related goods or services.

9 6. This Court shall retain jurisdiction of this action to the extent necessary to ensure
10 full compliance with all obligations imposed by this Final Consent Judgment and Permanent
11 Injunction, including the enforcement of this Final Consent Judgment and Permanent Injunction
12 by way of contempt or otherwise. The obligations of the parties, as set forth in this Final Consent
13 Judgment and Permanent Injunction shall be enforced, if necessary, by this Court.

14 7. The failure of any party to seek to have the Court enforce a clause of this Final
15 Consent Judgment and Permanent Injunction from time to time shall not constitute a waiver of
16 any provision of this Final Consent Judgment and Permanent Injunction or any subsequent
17 violation of the same provision of this Final Consent Judgment and Permanent Injunction, unless
18 such waiver is in writing and signed by the other party. Any such written waiver relating to one
19 provision of this Final Consent Judgment and Permanent Injunction shall not constitute a waiver
20 of any other provision.

21 8. This is a final judgment. Having addressed each of the claims in this action, this
22 case shall be closed.

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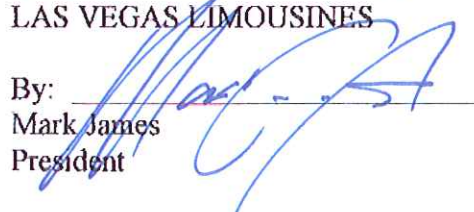
1 After this Final Consent Judgment and Permanent Injunction has been entered by the
2 Court, Plaintiffs shall file with the Court a proof of service of this Final Consent Judgment and
3 Permanent Injunction on Defendants within fourteen (14) calendar days thereafter.

4 **STIPULATED AND CONSENTED TO BY:**

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6 DATED: July 20, 2013

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FRIAS HOLDING COMPANY
LAS VEGAS LIMOUSINES

By: 
Mark James
President

10 DATED: July 19, 2013

LIMOUSINE INTERNATIONAL.COM, INC.

11 By: 
Daniel Bagdasarov
President

13 DATED: July 19, 2013

DANIEL BAGDASAROV, an individual

15 By: 
Daniel Bagdasarov

16 DATED: July 19, 2013

GARRI BAGDASAROV, an individual

18 By: 
Garri Bagdasarov

21 **ORDER**

23 **IT IS SO ORDERED** this 4th day of September, 2013.

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27 Gloria M. Navarro
28 United States District Judge